

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES (or securities convertible or exchangeable into listed securities¹)

Please complete the following:

Name of Listed Issuer: **E Play Digital Inc.** (the "Issuer").

Trading Symbol: **EPY**

Date: June 11, 2018

Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: **N/A**

Issued and Outstanding Securities of Issuer Prior to Issuance: **45,872,774**

Date of News Release in relation to the issuance: **June 11, 2018**

Closing Market Price on Day Preceding the Issuance of the News Release: **\$0.12**

- 1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)**

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)
Alexander Cox 20950 50 B Avenue, Langley, B.C. V3A 7V4	1,000,000 Units ⁽³⁾	\$0.10 per unit	1,000,000 @ \$0.15 and 335,000 @ \$0.40 per warrant exercise	Section 2.3 of NI 45-106	2,370,000 Undiluted and 3,705,000 Diluted	June 6, 2018	N/A
Trevor Doerksen 76 Sienna Park Link SW, Calgary, AB T3H 4N1	500,000 shares	\$0.11 per share	NA	Section 2.14 of NI 45-106	3,947,830 Undiluted and 4,211,830 Diluted	June 8, 2018	Director/ Officer
Dong Hyun Shim Suite 810 – 789 West Pender Street, Vancouver, BC V6C 1H2	409,636 shares	\$0.11 per share	NA	Section 2.14 of NI 45-106	409,636 Undiluted and 482,969 Diluted	June 8, 2018	Officer

1124241 B.C.Ltd. 4418 Haggart Street, Vancouver, B.C. V6L 2H3	68,409 shares	\$0.11 per share	NA	Section 2.14 of NI 45-106	767,409 Undiluted and 802,409 Diluted	June 8, 2018	Consultant
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(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

(3) Each unit is priced at \$0.10 per unit and each unit is comprised of one common share and one share purchase warrant to purchase an additional common share at \$0.15 per share for a one year term from the date of issue.

1. Total amount of funds to be raised: \$100,000 in cash from private placement and \$107,585 in debt settlement
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. The proceeds of the private placement will be used for general and administrative expenses, repayment of debt, working capital, and for working capital.
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: Debt settlement to insiders for \$100,060 for 909,636 shares.
4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. Debt settlement to insiders for \$100,060 for services rendered exchanged for 909,636 shares, and debt settlement to a consultant for \$7,525 for services rendered exchanged for 68,409 shares.
5. Description of securities to be issued:
 - (a) Class: Common s\shares (see next section for information on warrants being issued as part of the units in the private placement) . Note: for the private placement units, with each unit comprised of one common share and one common share purchase warrant.
 - (b) Number: 1,978,045 common shares and 1,000,000 warrants exercisable at 0.15 per warrant share until June 9, 2019.
 - (c) Price per security: \$0.10 per unit – Debt settled at \$0.11 per share.
 - (d) Voting rights: One vote per common share or exercised warrant share.
6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

- (a) Number: 1,000,000 share purchase warrants.
- (b) Number of securities eligible to be purchased on exercise of Warrants (or options): 1,000,000 common shares.
- (c) Exercise price: Each warrant is exercisable into one common share at an exercise price of \$0.15 per share .
- (d) Expiry date Warrants expire 12 months after date of issuance.

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount N/A .
- (b) Maturity date N/A .
- (c) Interest rate N/A .
- (d) Conversion terms N/A .
- (e) Default provisions N/A .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):

- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):
- (b) Cash \$ N/A .
- (c) Securities N/A .
- (d) Other N/A .
- (e) Expiry date of any options, warrants etc..
- (f) Exercise price of any options, warrants etc. N/A .

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship _____

N/A .

10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).

N/A .

11. State whether the private placement will result in a change of control.

N/A .

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. Not known at present

_____ .

Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102.

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: N/A

_____ .

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material:

N/A .

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

(a) Total aggregate consideration in Canadian dollars: N/A .

(b) Cash: N/A .

(c) Securities (including options, warrants etc.) and dollar value: _____
N/A .

(d) Other: N/A .

(e) Expiry date of options, warrants, etc. if any: N/A .

(f) Exercise price of options, warrants, etc. if any: N/A .

(g) Work commitments: N/A .

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc.). N/A

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: N/A
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.): N/A
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A
 - (b) Cash N/A
 - (c) Securities N/A
 - (d) Other N/A
 - (e) Expiry date of any options, warrants etc. N/A
 - (f) Exercise price of any options, warrants etc. N/A

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. N/A
10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated – June 11, 2018

Trevor Doerksen
Name of Director or Senior Officer

/s/ "Trevor Doerksen"
Signature

Director and CEO
Official Capacity

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 7th day of June, 2017.

BETWEEN:

e-Play Digital Inc., a company incorporated under the laws of British Columbia (the "Company")

AND:

The individual or corporation listed in Schedule "A" hereto (individually referred to as the "Creditor")

WHEREAS:

- a. The Company is indebted to the Creditor as of June 7, 2018 in the amount set out in Schedule "A" hereto (the "Debt");
- b. The Company wishes to settle the Debt by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. ACKNOWLEDGMENT OF DEBT

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt as set out in Schedule "A", and that such amount is non-interest bearing.

2. ISSUANCE OF SHARES

- 2.1 The Company agrees to issue to the Creditor and the Creditor agree to accept the common shares of the Company as set out in Schedule "A" (the "Shares") at a deemed price of CAD\$0.11 per Share, the closing trading price on this day, as full and final payment of the Debt.
- 2.2 The Company will deliver to the direction of the Creditor one or more share certificates representing the Shares subject to Section 2.4 of this Agreement.
- 2.3 Each Creditor agrees that his or her respective Debt will be fully satisfied and extinguished when the Company delivers the certificates representing the Shares set forth in Schedule A to such Creditor, and subject only to the issuance of the Shares, the Creditor, and each of them, release and forever discharge the Company, its subsidiaries and their directors,

officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to or arising out of the Debt. With respect to each Creditor, this release shall be operative from and after the date of issuance of the Shares set forth in Schedule A to such Creditor and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

2.4 Each Creditor will, upon request of the Company made at any time after the date of issuance of Shares to such Creditor until the date the Company becomes a reporting issuer in any jurisdiction of Canada, execute an escrow or pooling agreement with the Company in form and substance satisfactory to the Company, acting reasonably, which may provide for such restrictions on the resale of such Shares as the Company, in its discretion, may reasonably require including but not limited to National Instrument Form 46-201F1, or such similar document.

3. REPRESENTATIONS OF CREDITOR

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt, as set out in Schedule "A";
- b. no third party has any right to payment of all or any portion of the Debt;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- a. the Company has advised the Creditor that the Company is relying on an exemption from the requirements to provide the Creditor with a prospectus under applicable securities laws and, as a consequence of acquiring the Shares pursuant to such exemption: (i) the Creditor is restricted from using most of the civil remedies available under applicable securities law such as certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages; (ii) the Company is not required to deliver to the Creditor information that would otherwise be required to be provided to it under applicable securities laws; and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable securities laws.
- b. it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Company with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it may not be able to resell any of the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period (which may be of indefinite duration) and compliance with other requirements of applicable law, and it agrees that any certificates representing the

Shares may bear a legend indicating that the resale of such Shares is restricted, including the following legends, as applicable:

“Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [*insert the distribution date*], and (ii) the date the issuer became a reporting issuer in any province or territory.”

- c. Each Creditor is acquiring the Shares as principal for his or her own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares;
- d. each Creditor has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of accepting the Shares as full and complete payment of his or her respective Debt and the Creditor is able to bear the economic risk of loss of its entire investment;
- e. each Creditor is resident in the jurisdiction set forth in Schedule A;
- f. the Creditor are not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and
- g. the Shares will be subject to resale restrictions as required by applicable securities law and as imposed by the Company or as modified by the Company under Section 2.4 of this Agreement.

4. GENERAL PROVISIONS

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.7 This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, and all executed counterparts will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

ePlay Digital Inc. by its duly authorized signatories:

Name: Trevor Doerksen
Position: President and Director

SCHEDULE "A"

TO THE DEBT SETTLEMENT AGREEMENT DATED APRIL 17, 2017

Name and Address of Creditor	Amount of Debt Owing by the Company and Settled by this Agreement	Number of Common Shares to be Issued to Creditor	Signature and Approval by Creditor
Dong Hyun Shim Suite 810 – 789 West Pender Street, Vancouver, BC V6C 1H2	\$ 46,060	409,636	

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 7th day of June, 2017.

BETWEEN:

e-Play Digital Inc., a company incorporated under the laws of British Columbia (the "Company")

AND:

The individual or corporation listed in Schedule "A" hereto (individually referred to as the "Creditor")

WHEREAS:

- a. The Company is indebted to the Creditor as of June 7, 2018 in the amount set out in Schedule "A" hereto (the "Debt");
- b. The Company wishes to settle the Debt by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. ACKNOWLEDGMENT OF DEBT

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt as set out in Schedule "A", and that such amount is non-interest bearing.

2. ISSUANCE OF SHARES

- 2.1 The Company agrees to issue to the Creditor and the Creditor agree to accept the common shares of the Company as set out in Schedule "A" (the "Shares") at a deemed price of CAD\$0.11 per Share, the closing trading price on this day, as full and final payment of the Debt.
- 2.2 The Company will deliver to the direction of the Creditor one or more share certificates representing the Shares subject to Section 2.4 of this Agreement.
- 2.3 Each Creditor agrees that his or her respective Debt will be fully satisfied and extinguished when the Company delivers the certificates representing the Shares set forth in Schedule A to such Creditor, and subject only to the issuance of the Shares, the Creditor, and each of them, release and forever discharge the Company, its subsidiaries and their directors,

officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to or arising out of the Debt. With respect to each Creditor, this release shall be operative from and after the date of issuance of the Shares set forth in Schedule A to such Creditor and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

2.4 Each Creditor will, upon request of the Company made at any time after the date of issuance of Shares to such Creditor until the date the Company becomes a reporting issuer in any jurisdiction of Canada, execute an escrow or pooling agreement with the Company in form and substance satisfactory to the Company, acting reasonably, which may provide for such restrictions on the resale of such Shares as the Company, in its discretion, may reasonably require including but not limited to National Instrument Form 46-201F1, or such similar document.

3. REPRESENTATIONS OF CREDITOR

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt, as set out in Schedule "A";
 - b. no third party has any right to payment of all or any portion of the Debt;
 - c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- a. the Company has advised the Creditor that the Company is relying on an exemption from the requirements to provide the Creditor with a prospectus under applicable securities laws and, as a consequence of acquiring the Shares pursuant to such exemption: (i) the Creditor is restricted from using most of the civil remedies available under applicable securities law such as certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages; (ii) the Company is not required to deliver to the Creditor information that would otherwise be required to be provided to it under applicable securities laws; and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable securities laws.
 - b. it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Company with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it may not be able to resell any of the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period (which may be of indefinite duration) and compliance with other requirements of applicable law, and it agrees that any certificates representing the

Shares may bear a legend indicating that the resale of such Shares is restricted, including the following legends, as applicable:

“Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [*insert the distribution date*], and (ii) the date the issuer became a reporting issuer in any province or territory.”

- c. Each Creditor is acquiring the Shares as principal for his or her own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares;
- d. each Creditor has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of accepting the Shares as full and complete payment of his or her respective Debt and the Creditor is able to bear the economic risk of loss of its entire investment;
- e. each Creditor is resident in the jurisdiction set forth in Schedule A;
- f. the Creditor are not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and
- g. the Shares will be subject to resale restrictions as required by applicable securities law and as imposed by the Company or as modified by the Company under Section 2.4 of this Agreement.

4. GENERAL PROVISIONS

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.7 This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, and all executed counterparts will constitute one and the same agreement.


IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

ePlay Digital Inc. by its duly authorized signatories:

Name: Trevor Doerksen
Position: President and Director

SCHEDULE "A"

TO THE DEBT SETTLEMENT AGREEMENT DATED APRIL 17, 2017

Name and Address of Creditor	Amount of Debt Owing by the Company and Settled by this Agreement	Number of Common Shares to be Issued to Creditor	Signature and Approval by Creditor
1124241 B.C.Ltd. 4418 Haggart Street, Vancouver, B.C. V6L 2H3	\$ 7,525	68,409	

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 7th day of June, 2017.

BETWEEN:

e-Play Digital Inc., a company incorporated under the laws of British Columbia (the "Company")

AND:

The individual or corporation listed in Schedule "A" hereto (individually referred to as the "Creditor")

WHEREAS:

- a. The Company is indebted to the Creditor as of June 7, 2018 in the amount set out in Schedule "A" hereto (the "Debt");
- b. The Company wishes to settle the Debt by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. ACKNOWLEDGMENT OF DEBT

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt as set out in Schedule "A", and that such amount is non-interest bearing.

2. ISSUANCE OF SHARES

- 2.1 The Company agrees to issue to the Creditor and the Creditor agree to accept the common shares of the Company as set out in Schedule "A" (the "Shares") at a deemed price of CAD\$0.11 per Share, the closing trading price on this day, as full and final payment of the Debt.
- 2.2 The Company will deliver to the direction of the Creditor one or more share certificates representing the Shares subject to Section 2.4 of this Agreement.
- 2.3 Each Creditor agrees that his or her respective Debt will be fully satisfied and extinguished when the Company delivers the certificates representing the Shares set forth in Schedule A to such Creditor, and subject only to the issuance of the Shares, the Creditor, and each of them, release and forever discharge the Company, its subsidiaries and their directors,

officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to or arising out of the Debt. With respect to each Creditor, this release shall be operative from and after the date of issuance of the Shares set forth in Schedule A to such Creditor and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

2.4 Each Creditor will, upon request of the Company made at any time after the date of issuance of Shares to such Creditor until the date the Company becomes a reporting issuer in any jurisdiction of Canada, execute an escrow or pooling agreement with the Company in form and substance satisfactory to the Company, acting reasonably, which may provide for such restrictions on the resale of such Shares as the Company, in its discretion, may reasonably require including but not limited to National Instrument Form 46-201F1, or such similar document.

3. REPRESENTATIONS OF CREDITOR

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt, as set out in Schedule "A";
 - b. no third party has any right to payment of all or any portion of the Debt;
 - c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- a. the Company has advised the Creditor that the Company is relying on an exemption from the requirements to provide the Creditor with a prospectus under applicable securities laws and, as a consequence of acquiring the Shares pursuant to such exemption: (i) the Creditor is restricted from using most of the civil remedies available under applicable securities law such as certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages; (ii) the Company is not required to deliver to the Creditor information that would otherwise be required to be provided to it under applicable securities laws; and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable securities laws.
 - b. it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Company with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it may not be able to resell any of the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable hold period (which may be of indefinite duration) and compliance with other requirements of applicable law, and it agrees that any certificates representing the

Shares may bear a legend indicating that the resale of such Shares is restricted, including the following legends, as applicable:

“Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [*insert the distribution date*], and (ii) the date the issuer became a reporting issuer in any province or territory.”

- c. Each Creditor is acquiring the Shares as principal for his or her own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares;
- d. each Creditor has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of accepting the Shares as full and complete payment of his or her respective Debt and the Creditor is able to bear the economic risk of loss of its entire investment;
- e. each Creditor is resident in the jurisdiction set forth in Schedule A;
- f. the Creditor are not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and
- g. the Shares will be subject to resale restrictions as required by applicable securities law and as imposed by the Company or as modified by the Company under Section 2.4 of this Agreement.

4. GENERAL PROVISIONS

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.7 This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, and all executed counterparts will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

ePlay Digital Inc. by its duly authorized signatories:

Name: Trevor Doerksen
Position: President and Director

SCHEDULE "A"

TO THE DEBT SETTLEMENT AGREEMENT DATED APRIL 17, 2017

Name and Address of Creditor	Amount of Debt Owing by the Company and Settled by this Agreement	Number of Common Shares to be Issued to Creditor	Signature and Approval by Creditor
Trevor Doerksen 76 Sienna Park Link SW, Calgary, AB T3H 4N1	\$ 55,000	500,000	